

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LOCAL UNION 137

OF

**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL, AND
TRANSPORTATION WORKERS**

**50-02 5th STREET
LONG ISLAND CITY, NEW YORK 11101**

AND

THE NEW JERSEY SIGN ASSOCIATION

April 1, 2023

THROUGH

March 31, 2026

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AGREEMENT entered into this 1st day of April 2023 by and between, The New Jersey Sign Association, hereinafter referred to as the "Employer" and Local Union 137 International Association of Sheet Metal, Air, Rail, and Transportation Workers hereinafter referred to as "Local 137" and/or the "Union".

WHEREAS, the parties hereto have arrived at a mutual understanding of the terms of a Collective Bargaining Agreement governing wages, hours of work, working conditions and fringe benefits, and

WHEREAS, the Union and the Employer have agreed upon a common understanding within this Agreement of all their rights, duties, performance of services, terms and conditions of employment, work jurisdiction, work assignment, as well as territorial jurisdiction of the Union, and

WHEREAS, it is desired to provide a system for the amicable settlement of disputes and grievances between them, and

WHEREAS, the Employer and the Union have agreed to promote their mutual interests within the terms of this Agreement for the sake of the Industry, the employees, the Union and the public at large.

NOW THEREFORE, In consideration of the mutual promises and covenants exchanged by and between the Union and the Employer, BE IT AGREED AS FOLLOWS:

ARTICLE I

Recognition

1.1 The Union having requested recognition as the Section 9(a) representative of the employees covered by this Agreement and having demonstrated through authorization cards that it has the support of a majority of the employees to serve as such representative, the Employer hereby recognizes the Union as the Section 9(a) representative of the employees on all present and future job sites within the jurisdiction of the Union.

ARTICLE II

Bargaining Unit

2.1 The bargaining unit is defined as including all employees of the Employer engaged in the manufacture, fabrication, assembly, handling, erection, installation, dismantling, reconditioning, adjustment, alteration, repairing and servicing of all ferrous and non-ferrous sheet metal work on No. 10 U.S. Gauge or its equivalent or lighter gauge and all other materials used in lieu thereof, as well as all shop and field sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches and all other work in connection with or incidental to sheet metal and plastic, electric and neon signs; also, all Christmas and other outdoor displays, installation of flagpoles, other types of sheet metal, wood, plastic signs, bulletin boards and all other work included in the jurisdictional claims of the International Union.

ARTICLE III

Union Security

3.1 The Employer agrees that no one but Sheet Metal Workers, all who are members of the unit shall be employed on any work described in ARTICLE II.

3.2 The Union agrees to furnish at all times to the Employer upon request and if available, duly qualified Journeymen and Apprentices in sufficient numbers as may be necessary to properly execute work contracted for, by the Employer in the manner and under conditions specified in this Agreement.

3.3 In the event an employee fails to tender the initiation fee or fails to maintain membership in good standing, the Union shall notify the Employer, in writing, and such notice shall constitute a request to the Employer to discharge said employee within forty-eight (48) hours (Saturday, Sunday, and Holidays excluded) for failure to maintain continuous good standing in the Union, as set forth herein. The Employer shall then discharge such employee at the end of such period. In the event the Union does not accept into membership any employees tendering the initiation fee and regular monthly dues, the foregoing shall not be applicable provided, however, that the Union may, at any time thereafter decide to take such employee into membership, and if so, the employee then shall be required to tender the full and uniform initiation fee in effect in the Union not later than thirty (30) days following notification by the Union, and shall be required thereafter to maintain his membership in accordance with the provision of the foregoing. In the event that such employee fails to comply with these provisions, the Union shall notify the Employer, in writing, and the Employer shall discharge such employee within forty-eight (48) hours.

3.4 Nothing herein contained shall be interpreted as in any way infringing upon the Union's risk, as expressed in the National Labor Relations Act, to prescribe its own rules with respect to the acquisition and retention of membership therein.

3.5 In the event that the present provisions of the National Labor Relations Act are amended as to permit a greater degree of Union Security than now permitted by said amendments, future amendments shall immediately, upon their effective date, be considered to be an integral part of this Agreement, as if fully set forth herein.

3.6 The Union Security clause is expressly limited to and to be interpreted in accordance with Section 8 (A) (3) of the National Labor Relations Act, as amended.

ARTICLE IV

Territorial Jurisdiction

4.1 The territorial jurisdiction of the Union shall be co-extensive with the geographical area encompassed by SOMERSET, OCEAN, MONMOUTH, MIDDLESEX, UNION, MORRIS, HUDSON, BERGEN, ESSEX, PASSAIC, and SUSSEX COUNTIES in sign work.

ARTICLE V

Outside Work

5.1 Except as provided in Section 2 of this Article, the employer agrees that employees hired outside of the territorial jurisdiction of the Union to perform or supervise work outside the jurisdiction of the Union and within the jurisdiction of another Local Union affiliated with the International Association of Sheet Metal, Air, Rail, and Transportation Workers shall receive the wage scale and working conditions of the Local Union in whose jurisdiction such work is performed or supervised.

5.2 When sent by the Employer to supervise or perform work specified in Article II of this Agreement, outside of the territorial jurisdiction of the Union and within the territorial jurisdiction of another Local Union affiliated with the International Association of Sheet Metal, Air, Rail, and Transportation Workers, the employees covered by this Agreement shall be paid at least the established minimum wage scale on the job site, specified herein, but in no case less than the established wage scale of the Local Union in whose jurisdiction they are employed, plus all necessary transportation, travel time, board and expense.

5.3 Employees scheduled to work outdoors shall be well groomed, clean and neat in appearance.

5.4 The daily allowance for meals and miscellaneous personal expense shall be on hundred (\$100.00) dollars plus motel accommodations (no more than one (1) person in a room).

5.5 While employed in the jurisdiction of any other affiliated Local Union, the Employer shall be otherwise governed by the established working conditions of said Local Union. The provisions of this Section shall also apply to all jobs located where no Local Union of International Association of Sheet Metal, Air, Rail, and Transportation Workers has jurisdiction.

5.6 In applying the provisions of Sections 1 and 2 of this Article the term "wage scale" shall include the value of all hourly contractual benefits such as, but not limited to, Insurance Fund, Pension Fund, Annuity Fund, Apprentice Fund, Scholarship Fund, National Pension Fund and National Training Fund, International Scholarship Fund, in addition to the hourly wage scale provided in such section.

5.7 Insurance Fund benefit contributions and Pension Fund contributions by Employers hereunder shall not be duplicated.

ARTICLE VI

Employees Outside of Territory-Wages

6.1 When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement, and within the area covered by another Agreement with another Union affiliated with the International Association of Sheet Metal, Air, Rail, and Transportation Workers and qualified journeyman Sheet Metal Workers are available in such area, the Employer may send no more than two (2) journeyman Sheet Metal Workers, per job, into such area to perform any work which the Employer deems necessary. All additional journeyman Sheet Metal Workers shall come from the area in which the work is to be performed. Journeyman Sheet Metal Workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section I of this Article, but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area. The Employer shall be otherwise governed by the established working conditions of that local Agreement. If employees are sent into an area where there is no local Agreement of the International Association of Sheet Metal, Air, Rail, and Transportation Workers covering the area, then the minimum conditions of the home Local Union shall apply.

ARTICLE VII

Jurisdictional Controversies

7.1 Jurisdictional controversies effecting or involving parties to this Agreement shall be settled in accordance with the provisions and intent of Agreements between International Association of Sheet Metal, Air, Rail, and Transportation Workers and other regularly constituted authorities recognized by International Association of Sheet Metal, Air, Rail, and Transportation Workers including any jurisdictional council voluntarily set up by the AFL-CIO, including Building Trades Unions and various Contractors' Associations, (including Sheet Metal Contractors' National Association, Inc.) to which International Association of Sheet Metal, Air, Rail, and Transportation Workers subscribes.

ARTICLE VIII

Hours-Work-Week

8.1 The regular working day shall consist of eight (8) hours' labor in the shop or on a job between 7:00 a.m. and 3:30 p.m. Time between 12 noon and 12:30 p.m. shall be considered the lunch hour. The workweek shall consist of five (5) consecutive eight (8) hour days' labor in the shop or on the job beginning with Monday and ending Friday of each week. All full-time or part-time labor performed during the hours specified herein shall be recognized as regular time and paid for at the regular hourly rates specified in this Agreement. All hours worked before 7:00 a.m. and after 3:30 p.m. (except as specified in 8.4) during the regular workweek shall be paid at the rate of time and one-half. All hours worked on Saturday shall be paid at the rate of time and one-half. All hours worked on Sunday and Holidays shall be paid at the rate of double time.

8.2 All employees shall be allowed five (5) minutes before noon and five (5) minutes before quitting time to gather their tools and clean up. They will also be provided with a coffee break each morning and afternoon at ten (10) minutes each.

8.3 In all work involving the fabrication and erection of electric and neon signs, the regular workday begins at 7:00 a.m. at the Employer's place of business and ends at 3:30 p.m. at the Employer's place of business, with one-half hour for lunch. Employees engaged in such work are to be given ample time to enable them to return to the Employer's place of business by 3:30 p.m., as defined in 8.1 of this Article.

8.4 By mutual agreement between the Employer and a majority of the employees in any given shop, the hours may be changed up to two (2) times per contract year, but in no event shall the starting time be earlier than 6:00 a.m.

8.5 By mutual agreement between the Employer and the Union there will be a night differential rate for Malls (the malls where the landlord mandates the work can only be done at night.) as follows:

Any work performed for more than 5 nights will be at a 25% differential.

Any work performed for less than 5 nights will be at the overtime rates as specified in Article 8.1 of this agreement.

8.6 A second shift may be permitted for no less than four (4) months. The work hours will be 4pm to midnight. During the 8 hour shift there will be a 1/2 hour dinner break, which is paid. The rate of pay will be a 15% differential on wages. If the second shift is ended before the four-month period the wages go back retroactive to the first day the shift began as double time (2x). This shift is for fabrication only.

8.7 In the event that it is necessary for the employer to call in Journeymen and apprentices to do, service call or emergency work, (This does not include the removal of any old signs or a new installation of any kind), on a Saturday, Sunday or any Holiday specified in Article XXIII of this agreement, they shall be paid a minimum of four (4) hour pay at the respective rate. If the said work goes beyond the four (4) hours he or she shall receive the full eight (8) hours.

8.8 When mutually agreed to by the Employer and the Union, four (4) ten-hour days may be worked Monday through Friday at straight time rates. This will be for site specific projects that the duration of the job will be one (1) week or more. The Fifth day may be used as a make-up day at straight time for days lost due to inclement weather, however if the fifth day is not a make-up day, all hours worked will be paid at time and one-half the base rate.

ARTICLE IX

Possible Seven (7) Hour Day

9.1 In the course of the term of this Agreement, if all of the other Local Unions in the State of New Jersey affiliated with the New Jersey State Council of Sheet Metal Workers commence to work a seven (7) hour day, Article VIII will be amended to read "seven (7) hour day", rather than "eight (8) hour day", after a ninety (90) day written notice is given to all Employers party to this Agreement.

ARTICLE X

Overtime

10.1 It is agreed that, except as provided herein, all labor in connection with or incidental to work covered by this Agreement, shall be performed within the regular work hours specified in all Sections of Article VIII of this Agreement. No overtime shall be required outside of said regular work hours or on holidays specified in Section 1 and 2 of Article XXIII.

ARTICLE XI

Travel Time

11.1 When employed in a shop or on a job site within the territorial limits of SMART Local 137 (New Jersey), the employees shall be governed by the regular work hours specified herein and shall provide for themselves necessary transportation within the limits from home to shop or job at starting time and from shop or job to home at quitting time. The Employer shall provide all pay for all necessary additional transportation during work hours.

ARTICLE XII

Use of Tools - Transportation of Equipment

12.1 Journeyperson sheet metal workers and registered apprentices in the bargaining unit shall provide for themselves all necessary hand tools.

12.2 Journeyperson sheet metal workers and registered apprentices. Hereunder shall not be permitted or required, as a condition of employment, to furnish the use of automobile or other conveyance to transport employees, tools, equipment or materials from shop to job, from job to job, or from job to shop. Transportation for such facilities is to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from shop or job at starting time or from job to home at quitting time.

12.3 Employers to reimburse employees for tools, if stolen, at a maximum amount of \$500.00: the first \$100.00 to be borne by the employee. A list of personal tools shall be submitted to the employee's Employer. The Employer has the right to check the employee's tools when the list is submitted.

ARTICLE XIII
NCCCO Crane Operators/ AWS Certified Welders
Hazardous Work

13.1 Journeypersons, and Apprentices that hold the National Commission for the Certification of Crane Operators (NCCCO) Crane Certification, will receive an additional \$2.00 per hour worked while operating any crane. This is for an (8) hour minimum.

13.2 Journeypersons, and Apprentices that hold the American Welding Society (AWS) Certification for the application being used, will receive an additional \$2.00 per hour while welding. This is for an (8) hour minimum.

13.3 All hazardous pay shall apply only to work within the territorial jurisdiction of the Union. Work outside this jurisdiction shall be in accordance with the Collective Bargaining Agreement of the Local Union where such work is performed.

13.4 Work requiring a swinging scaffold or a bosun chair with a free fall of over sixty (60') feet shall be considered hazardous.

A minimum of three (3) journeypersons are to receive the hazardous pay scale on a scaffold job.

A minimum of two (2) journeypersons are to receive the hazardous pay scale on a bosun chair job.

13.5 Sign and/or structures may fall into both hazardous and non-hazardous categories. Only work on the hazardous portion of such signs and/or structures shall qualify for premium pay as outlined below.

A. The hazardous rate of pay for work during the regular workday between sixty (60') feet and one hundred (100') feet free fall, shall be six (\$6.00) dollars per hour over and above the journeyperson's regular rate of pay.

B. The hazardous rate of pay during the regular work day for work over one hundred (100') feet free fall shall be ten dollars and fifty (\$10.50) cents per hour over and above the journeyperson's regular rate of pay.

* Overtime shall be in accordance with the provisions of Article 8.1.

13.6 For work performed at the job site, the required minimum number of journeypersons are to receive the hazardous pay wage scale.

13.7 State Safety Laws shall be observed and complied with at all times.

13.8 Any other type of work which is deemed to be considered hazardous shall be determined by a Joint Committee of Management and the Business Agent of the Union. All matters

of controversy or disputes arising out of the operation of the Article which cannot be settled by the Business Agent of the Union and the Employer directly involved will be referred to the Joint Adjustment Boards, as per Article XXVII.

13.9 SECTION 4 (LICENSE AND CERTIFICATION RENEWALS)

Any Employee who validates the necessity to obtain or renew a license or certification will be compensated \$ 200.00 for the day. This will be granted once per year.

ARTICLE XIV WAGES

14.1 The Employer and the Union agree that monies negotiated shall be allocated as needed by the Union, subject to the approval of the Unions membership. The Union agrees to notify the Employer in writing by the first day of April of their required allocations for the upcoming contract year.

Both parties agree to the following taxable amounts for wages and benefits:

April 1, 2023- \$3.46

April 1, 2024- \$3.73

April 1, 2025- \$3.80

14.2 The Union agrees not to exceed the amounts negotiated above. Should the union require additional money for benefits, the Union shall have the right to reduce other benefit contributions, and or wages to cover additional cost of benefits required by the Board of Trustees of the respective Fund. The Union further agrees to meet all funding requirements of the Sheet Metal National Pension Fund, as per the Pension Fund Trustees, without any additional cost to the Employer.

14.3 Wages at the established rates specified herein shall be paid in cash in the shop or on the job at or before quitting time on Friday of each week, and no more than two (2) days pay shall be withheld.

14.4 The Employer may pay by check upon request to the Union and shall not be denied. However, the second time a check is returned for insufficient funds the Employer will immediately revert to paying in cash. However, upon discharge the Employer will pay in full all wages, vacation, and paid sick days due the employee.

14.5 Fringe benefit contributions due the Fringe Benefit Funds must be paid up to and including the last day of the third month prior to the discharge date. If any of the above provisions are violated, the Employer will pay eight (8) hours wages at the regular hourly rate of pay for every day thereafter, including Saturday, Sunday, and Holidays until the wages, vacation, paid sick days and delinquent Fringe Benefit Fund contributions have been paid.

14.6 A termination notice shall be on forms provided to the employer. A copy of the termination notice shall be sent to the Union with the twenty-four (24) hour notice.

14.7 After thirty (30) day's employment, any employee to be laid off shall be given his/her layoff notice before quitting time on the day before the layoff. Eight (8) hours pay for eight (8) hour's work to be guaranteed for his/her last day.

14.8 An employee who reports for work and is or is not assigned to work for any reason shall receive eight (8) hours pay unless notified twelve (12) hours in advance of his/her starting time. In the event of Acts of God, such as blizzards, hurricanes, etc., then the twelve (12) hours will be waived, if the Employer notified the employee prior to leaving his/her home.

14.9 Erecting or hoisting of materials other than signs when working along with Sheet Metal Workers Building Trades Journeypersons shall be done at the area's prevailing Sheet Metal Workers Building Trades Journeyperson's base rate and conditions.

14.10 When working along with other crafts, the journeyperson covered by this Agreement shall be paid at least the established Journeyperson's minimum wage scale specified herein, but in no case less than the established wage scale of the journeyperson he/she is working alongside. All matters of controversy or disputes arising out of the operation of this Article which cannot be settled by the Business Manager of the Union and the Employer directly involved will be referred to the as per Article XXVII.

14.11 The Employer will give to each employee on or before January 31st. of each year an extra copy of the W-2 Form to be transmitted to the Union.

14.12 An employee will be allowed time off to cover incoming work.

ARTICLE XV

Safety Clause

15.1 It is agreed that safe and healthful conditions shall be observed at all times. All mechanical equipment shall be maintained periodically so as to insure safe operation of same: ladders, scaffolds, bosun chairs, lines and other work aides shall be in good condition. Refusal of an employee to work on or with any equipment that the employee considers unsafe or not in good operational condition shall be a basis for discharge.

15.2 Employees shall take all necessary precautions to safeguard equipment and vehicles entrusted to them for use in the course of their duties.

15.3 Employees shall be under an obligation to notify supervisor or garage man of mechanical or safety problems with Employers' vehicles or Equipment as soon as reasonably possible. Employer shall make appropriate repairs.

15.4 The Union shall have the right to inspect all signs and/or their components for safety.

15.5 ERECTION OF SINGLE POLE (SELBY - TYPE STRUCTURES): There shall be a minimum of three (3) Sheet Metal Journeypersons on the erection or installation of the single pole (Selby-type structures) excluding the installation of the billboards, catwalks, apron and walk-rails.

15.6 During compliance with all provisions of this Agreement the company shall display the appropriate Union Label of the International Association of Sheet Metal, Air, Rail, and Transportation Workers on all items produced exclusively under the terms of this Agreement. The Company agrees that all Union Labels shall be the property of the Union, and said permission to display the Union Labels may be revoked by the Union for causes the Union deems adequate.

15.7 All signs and their components shall be built and erected in a safe manner and shall bear the Union's Orange safety label.

15.8 It shall not be considered a breach of this agreement if employees covered by this agreement refuse to handle unsafe products that do not bear the Union's Orange safety label.

15.9 The parties agree to recommend to the Trustees of the International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union 137 Apprenticeship Training Fund that they adopt and implement the Controlled Substance and Alcohol Abuse Policy ("Policy"), which covers CDL Licensed employees and has been negotiated between Sheet Metal, Air, Rail and Transportation Workers Local Union 137 and the Greater New Jersey Sign Association (hereinafter referred to as the "Employer"). Should any dispute arise with respect to the application or implementation of this Policy between workers employed pursuant to the collective bargaining agreement between the parties, such disputes shall be submitted to the grievance and arbitration provision of the agreement.

This Policy is negotiated and implemented pursuant to the requirements of the Federal Highway Administration, United States Department Of Transportation Rules and Regulations on controlled substance testing for commercial motor vehicle drivers (hereinafter "DOT Regulations"). This Policy shall apply to all CDL Licensed members of the bargaining unit.

16.0 The parties agree to comply with the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization act (NJCREAMMA) for all non- cdl members in the unit.

ARTICLE XVI

Sub-Contracting

16.1 No Employer shall subcontract or assign any of the work described herein which is to be performed at a jobsite to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the agreement.

16.2 Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be contracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

16.3 The Employer agrees not to sub-contract any work described in article II (Bargaining Unit) unless permission in writing is secured from the union. The union will make a decision to approve or deny the employers request to subcontract work within 72 hours of receiving the request. Approval of which shall not be unduly withheld.

16.4 An Employer who violates the subcontracting provisions of the Agreement shall be liable to the International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union 137 General Fund for triple (3 times) the wages and fringe benefit contributions due on work performed by its subcontractor.

ARTICLE XVII

Parity (As reflected in the Memorandum of Understanding)

17.1 It is understood that if the Union discovers, upon acceptance of either of these Agreements, if it is accepted, that the I.B.E.W. Local Union No. 400 or I.B.P.A.T. District 711 has negotiated a larger total wage increase package with increments or a breakdown or a sequence that results in a larger cost to the Employer which results in a larger total wage package over the term of the Agreement, that SMART Local Union No.137 will receive same.

ARTICLE XVIII

Owner Member

18.1 Employers who initially enter into a Collective Bargaining Agreement with the International Association of Sheet Metal, Air, Rail, and Transportation Workers Local Union No. 137 will abide by the following:

- (a) Not more than one (1) member of the firm (Employer) may work with the tools at any time and such member of the firm (Employer) must be a member of the Union and shall have at least one (1) Union member of the proper classification employed and working at the same time. The owner-member shall not be included in any Journeyman/apprentice ratios stated herein.
- (b) Any owner-member working with the tools of the trade shall pay the minimum of (170) one hundred seventy hours per calendar month to all fringe benefit programs under the respective collective bargaining agreement; provided however, that if the owner-member works in excess of the minimum number of hours, he shall pay to all fringe benefit programs for the actual hours worked in accordance with said collective-bargaining agreement.

ARTICLE XIX

Visitation

19.1 A Business Representative of the Union shall have the privilege of visiting all jobs and shops during working hours to see that the terms and conditions of this Agreement are being carried out.

ARTICLE XX

Shop Stewards and Shop Foreman

20.1 The Union has the right to appoint one of its members as a Shop Steward whose duties shall be to see that both parties conform to the terms of this Agreement. The Employer shall be notified in writing of the name of the Shop Steward in its shop immediately upon appointment being made.

20.2 The shop stewards, in the event of emergency situations, shall be required to notify the Business Manager of the Union.

20.3 The shop steward may handle routine grievances on the job between the employees and supervisors, but will have no authority to make any agreement, which contradicts, changes, modifies or alters the terms of the Collective Bargaining Agreement.

20.4 It is understood and agreed that the properly designated Shop Steward shall be the last person laid off provided and only provided that the subject Shop Steward has the ability and capability to perform all usual routine shop tasks.

20.5 The Employers agree that there shall be at least one General Foreman for each company. In addition, there shall be a Foreman in charge at every jobsite that requires a crew size of Three (3) or more employees. On jobsites that require mandatory or agency directed flaggers, the flaggers shall not be included in the crew size for foreman eligibility.

20.6 In no event shall the Shop Steward be accorded this right above the working Foreman, it being the intention that the Foreman in any and all event shall be the last person laid off.

20.7 Any employee designated by the Employer to act in the capacity of a foreman on the job or shop shall be paid an additional two dollars and twenty-five cents (\$2.25) cents per hour above the Journeymen's wage rate for the first year of the contract. The second year of the contract, foremen shall be paid an additional two dollars and fifty (\$2.50) cents per hour above the Journeymen's wage rate. In the third year of the contract, foremen shall be paid an additional three dollars (\$3.00) per hour above the Journeymen's wage rate.

ARTICLE XXI

Picket Lines

21.1 The Employer's employees represented by the Union reserve the right to refuse to cross any legal picket line. They also reserve the right to refuse to cross any illegal picket line where doing so might result in the infliction to them of bodily harm or where such result is reasonably to be anticipated or where threats of a verbal nature are made, from which they may reasonably infer that they may suffer bodily harm or damage to their property and neither or such refusals shall make the Union or its representatives or members of the Union responsible in law or equity or before any Federal or State administrative agency having jurisdiction over the subject matter. Also, the right of any individual to refuse to perform any work on material or equipment not bearing the Sheet Metal Workers Union label shall not be considered a violation of any terms of the Agreement.

ARTICLE XXII

Seniority

22.1 Seniority as used herein is designed as the right accruing to employees through length of service which entitles them to certain preferences, as the last employee hired shall be the first one laid off and rehiring shall be in the reverse order of layoff. Layoffs and rehiring shall be by classification. Apprentices will start to accrue seniority with their last Employer at the start of their fourth year or maximum of one (1) year prior to becoming a Journeyperson, which ever applies. With respect to new employees hired by the Employer, there shall be a probation period of ninety (90) accumulated working days in any contract year before the right to seniority shall accrue. The Employer shall provide the Union with an updated seniority list on April 1st of each year indicating the date of hire for each employee and the names of the employees that are subject to recall with

the last date of recall indicated. On recalling, the Employer will have to provide the employees with at least five (5) days of continuous employment, unless interrupted by inclement weather or an Act of God.

22.2 An employee shall cease to have seniority rights in any of the following events:

1. He/she quits his/her employment.
2. He/she does not return to work after a layoff within five (5) working days of receipt of notice sent by the Union except where failure to report is caused by sickness. He/she is not recalled back to work for a period of six (6) months since he/she last worked for the company.
3. He/she is discharged for just cause.

22.3 Any employee elected or appointed as an Union Official of the Union or delegate to any labor activity necessitating a leave of absence, shall be granted a leave of absence up to a maximum of six (6) continuous months without pay and be guaranteed re-employment at the end of such period with the same seniority as though he/she had been continuously employed.

ARTICLE XXIII

Holidays

23.1 Employees shall be paid at the regular rates of wages for the following Ten Holidays without being required to work.

- | | |
|---------------------|---------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. President's Day | 7. Veterans Day (Nov. 11) |
| 3. Good Friday | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Day after Thanksgiving |
| 5. Independence Day | 10. Christmas Day |

23.2 Any Employee who has worked for three (3) months or more for the same employer and is laid-off ten (10) days or less prior to a holiday shall be entitled to receive pay for the holiday at the time of layoff.

23.3 An Employee who has been employed ten (10) working days or less prior to any Holiday shall be entitled to Holiday pay as follows:
The employee is to be paid ten percent (10%) of a regular day's pay (8 hours) at their regular rate of wages for each day the employee worked up to the holiday. This pay will be in addition to their regular wages for each day that they work.

23.4 If a holiday falls on Saturday, the Employees shall not work on the Friday before such holiday and shall be paid for same. If a holiday falls on a Sunday, the Employees shall not work on the Monday following such holiday and shall be paid for same.

23.5 The method of payment when the holiday is observed on a Friday, or a Monday is that the employee is paid double time for all hours worked plus the employee's regular eight (8) hours of pay for the holiday.

ARTICLE XXIV

Vacation

24.1 All regularly employed Journeypersons shall receive three (3) weeks vacation each year, and said vacations shall accrue by the following;

Every Four (4) Months Journeypersons accrue one week vacation.

24.2 Employee's who have not worked or accrued a full week of vacation shall be entitled to the following;

A1 to A4	2% of gross wage or One (1) week
A5 to A10	4% of gross wage or Two (2) weeks
Journeymen	6% of gross wage or Three (3) weeks

24.3 Employee's who are entitled to three (3) weeks vacation shall not be permitted to take more than Two (2) consecutive weeks.

24.4 All regularly employed Apprentices shall receive the following paid vacations;

Start to 24th months	One (1) week
25th month to Journeymen	Two (2) weeks

24.5 All regularly employed Sign Production workers shall receive the following paid vacations;

After 1 year	1 week
After 3 years	2 weeks

24.6 All employees who have been employed in the industry twenty (20) years shall be entitled to get a fourth (4th) week of vacation, those members would accrue one week for every three months they are employed by their Employer. Should they not be employed long enough for a full week accrual they would receive 8% of their gross salary. (The maximum weeks that will be paid for if not taken in twelve-month period is (2) two).

24.7 The Union expressly waives any right to paid sick leave for the employees covered by this agreement as set forth in any legislation enacted by the City of New York.

ARTICLE XXV
Bereavement Pay

25.1 After six (6) months of employment all employees are entitled to Four (4) days leave with pay for each death in the employee's immediate family, namely, the father, mother, sister, and brother of the employee, the employee's spouse, and the employee's children.

ARTICLE XXVI
Jury Duty

26.1 If an employee is called for Jury Duty, the Employer is to pay ten (\$10.00) dollars per day for a period not to exceed ten (10) working days. Subsequent State Laws enacted shall supersede this paragraph as to content. Proof of service, must be furnished to the Employer, by the employee.

ARTICLE XXVII
Board Clause
(Effective - Date - Changes - Grievance - Disputes)

27.1 This Agreement shall take effect April 1, 2020 and shall remain in effect through March 31, 2023. It shall continue in effect from year to year, thereafter, unless changed or terminated in the manner later provided herein.

27.2 (a) Either party desiring to change or terminate this Agreement must notify the other party, in writing, at least ninety (90) days prior to the renewal date of April 1, 2023. Whenever notice is given for changes the nature of the changes desired must be specified in the notice.

(b) The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes. There shall be no cessation of work by strike or lockout unless and until said Board fails to reach a unanimous decision and the parties have received written notification of its failure.

(c) The Union Negotiating Committee will not negotiate with an Employer who is on the Employers' Negotiating Committee if the Company is delinquent three (3) months or more in the payment of their Fringe Benefit Fund contributions.

(d) Unresolved issues in negotiations that remain after the renewal date may be submitted jointly or unilaterally by the parties to this Agreement to the Federal Mediation & Conciliation Service, of the United States Government.

(e) When a case has been submitted to Federal Mediation, it shall be the responsibility of the parties to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of Federal Mediation. The unanimous decision, from the

Commissioner of the Federal Mediation & Conciliation Service, on all matters submitted to it shall be final and binding on the parties.

27.3 This Agreement shall be subject to change at any time by mutual consent of the parties hereto. Any such change agreed upon shall be reduced to writing, signed by the parties hereto and approved by the International Office of the Union the same as this Agreement.

27.4 There shall be no stoppage or work either by strike, honoring of illegal picket lines or lockout by the Employer during the duration of this Agreement. The Union shall, in the event of the occurrence or threat of any unauthorized, illegal or wildcat strike, stoppage of work, Slowdown, or walkout, promptly denounce publicly such action or threatened action and shall make prompt and honest effort to prevent any such action.

Grievances

27.5 In the event, the Employer or the Union, who are parties to this agreement, shall assert a claim for damages resulting to it because of an alleged breach of this Agreement by the other party or any act of the other party which would give rise to cause of action for damages, such claims shall be handled and disposed of in the following manner:

(a) Such claims shall be presented by the claimant to the other party in writing within ten (10) days of the knowledge of the commission of the act or acts upon which such claim is based.

(b) A conference shall be held within five (5) days from the date of such written notice for the purpose of attempting to dispose of and settle such claim by negotiation.

(c) If such claim is not settled within ten (10) days from the presentation of such claim in writing, the same shall be submitted to the American Arbitration Association.

(d) The decision of the Arbitration Board shall be final and binding upon the parties and both parties agree that pending such decision, there shall be no cessation of work by strike or lockout by either party to this Agreement. The parties will split the expense of the Arbiters cost.

(e) It is understood and agreed that this Article shall not apply to claims for damages arising between any individual Employee or Employees covered by this Agreement and the Employer.

ARTICLE XXVIII

Joint Apprentice Committee

28.1 All duly qualified apprentices shall be under supervision and control of a Joint Apprentice Committee composed of equal number of Employer and Union Members. Said Joint Apprentice Committee shall formulate and make operative such rules and regulations they deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and

the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations, when formulated and adopted by the parties hereto, shall be recognized as a part of this Agreement.

28.2 The Joint Apprentice Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprentice Committee caused by resignation or otherwise may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto that they will individually and collectively cooperate to the extent that duly qualified and registered apprentices be given every opportunity to secure proper technical and practical educational experience in the trade under the supervision of the Joint Apprentice Committee.

28.3 It is hereby agreed that the Employer shall be entitled to apply to the Joint Apprentice Committee on the basis of Article 30.2 (Employee Classification Hiring Schedule). Said ratio shall govern the consideration and granting of apprentices by the Joint Apprentice Committee.

28.4 All applicants for apprenticeship shall be seventeen (17) years of age or older. Each registered apprentice shall serve an apprenticeship of five-year (5) years, and such apprentice shall not be put in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as a journeyman.

28.5 A graduated wage scale for apprentices shall be established and maintained according to the following wage schedule for the term of this Agreement for apprentices hired or thereafter.

Apprentice Wage Schedule

1 st	6-month period a minimum of 35% of a journeyman's rate of pay.
2 nd	6-month period a minimum of 40% of a journeyman's rate of pay.
3 rd	6-month period a minimum of 45% of a journeyman's rate of pay.
4 th	6-month period a minimum of 50% of a journeyman's rate of pay.
5 th	6-month period a minimum of 55% of a journeyman's rate of pay.
6 th	6-month period a minimum of 60% of a journeyman's rate of pay.
7 th	6-month period a minimum of 65% of a journeyman's rate of pay.
8 th	6-month period a minimum of 70% of a journeyman's rate of pay.
9 th	6-month period a minimum of 75% of a journeyman's rate of pay.
10 th	6 month period a minimum of 80% of a journeyman's rate of pay.

Apprentice Training Fund

28.6 The Employer agrees to pay monthly into the Union's Apprenticeship Training Fund, for all Journeymen, for each hour worked under this agreement as follows:

April 1, 2023 - \$1.93 per hour worked

April 1, 2024 - To Be Allocated By Membership, Pursuant To Contract

April 1, 2025 - To Be Allocated By Membership, Pursuant To Contract

(b) The Employer agrees to pay monthly into the Union's Apprenticeship Training Fund, for all Apprentices, for each hour worked under this agreement, at the percentage of the Journeyman's contribution rate:

A1 (35%) A6 (60%)
A2 (40%) A7 (65%)
A3 (45%) A8 (70%)
A4 (50%) A9 (75%)
A5 (55%) A10 (80%)

(c) The Employer agrees to pay monthly into the Union's Apprenticeship Training Fund for each hour worked for all Sign Production Workers as follows:

Pursuant to Article 30 Section 30.2(b)

April 1, 2023, thru March 31, 2026- Based On Journeymen's Contribution Rate

28.7 The Joint Apprentice Committee will decide on a testing format for apprentice and apprenticeship matters.

28.8 Effective April 1, 2014, upon receipt of a signed individual authorization from any apprentice covered under this Agreement, the company shall withhold from such employee's earnings payment for Union apprenticeship fees in the amount designated by the Union. Deductions shall be made from the first pay of each month of said apprentice and promptly remitted to the Financial Secretary of the Union, together with a list of the names of the apprentices to who said monies are to be credited. Should any apprentice have no earnings due him/her in the first payday of any month, deductions shall be made from the next succeeding pay of the apprentice.

28.9 All matters of controversy or disputes arising out of the operation of this Article which cannot be settled by the Business Agent of the Union and the Employer directly involved will be referred to the Joint Apprentice Committee.

ARTICLE XXIX
Hiring

29.1 The Employer shall have the complete freedom in the selection of his employees. In the event that the Employer voluntarily requests the Union's assistance in the recruiting of qualified and competent work persons, the Union agrees to render full assistance in this regard and will continue to inform those qualified competent work persons who may be available for employment of this opportunity for such employment. The Employer shall have the right to reject any such application for employment.

ARTICLE XXX

New Employee Classifications

30.1 A member who acquires Journeyman's status on or after April 1, 2017 will be required to obtain and possess a CDL B driver's license, NCCCO crane certification, New Jersey State crane license and an OSHA 30 certification.

Otherwise, a new Journeyman who is absent one or more of the sited license or certifications will follow a delayed wage schedule.

0-6 Months 85% of Journeyman's wage rate

7-12 Months 90% of Journeyman's wage rate

13-24 Months 95% of Journeyman's wage rate

If by the 25th month the new Journeyman has not acquired the specified license or certification he/she shall receive 100% of Journeyman's wage rate. In addition, if at any time the new Journeyman acquires all of the specified license and certification, they shall immediately receive 100% of the journeyman's wage rate.

A member who acquires Journeyman's status on or after April 1, 2017 will receive 100% of the Journeyman's benefit package with no delay.

30.2 It is agreed that all Shop Production Workers under this Agreement shall not perform any work outside the shop for any reason. If any Shop Production Worker performs any work outside the shop, such outside work shall be considered a material breach of the Agreement. For each and every occurrence of a Shop Production Worker performing any work outside the shop, the parties agree that the Employer shall be liable for the payment of liquidated damages to the Union in the amount of \$10,000 under Section 301(c)(2) of the Labor Management Relations Act, 29 U.S.C. § 186(c)(2).

(a) The Union will employ upon request by an employer, Shop Production Workers in accordance with the ratio set forth in this agreement. (See Ratio Schedule for hiring 30.3)

(b) Shop Production Workers will be hired at thirty-six (36%) percent of the Journeyman's package for their first year of employment. Shop production workers shall receive a six (6%) percent increase for the second year of employment and an eight percent (8%) increase for the third year of employment, capping at fifty percent (50%) of the Journeyman's package for employment thereafter.

30.3 Employee Classification Schedule for the Manufacturing Facilities is as follows:

1 st	employee.....	Journeyperson
2 nd	employee.....	Journeyperson
3 rd	employee.....	Apprentice

4th employee..... Apprentice
 5th employee..... Apprentice
 6th employee..... Journeyperson/ Sign Production Worker
 7th employee..... Apprentice
 8th employee..... Journeyperson
 9th employee..... Apprentice
 10th employee.....Journeyperson
 11th employee.....Apprentice

After the 11th employee, the contractor can have a second Sign Production Worker.

30.4 Employee Classification Schedule for the Installation Facilities is as follows;

1st employee.Journeyperson
 2nd employeeJourneyperson
 3rd employeeJourneyperson
 4th employeeApprentice

ARTICLE XXXI
Insurance

31.1 Each Employer agrees to carry comprehensive kinds of insurance coverage, such as, but not limited to, Workers' Compensation, Public Liability and Property Damage on equipment, automotive or otherwise, when used by its employees in this bargaining unit, as well as any other insurance coverage carried by custom and practice in this industry. The cost of such coverage shall be borne by the Employer who may be required to provide proof of such coverage in writing to the Union at least annually or more often if requested by the Business Representative of the Union. In the event the Employer suffers cancellation of insurance coverage, the Employer, in writing, shall notify the Union immediately. Without such protection, the Union reserves the right to remove the journeypersons, production workers and apprentices from any job, which shall not be a breach of this Agreement until the aforesaid insurance coverage has been supplied and proof of identity of carrier, dates of coverage and policy numbers are submitted.

31.2 UNEMPLOYMENT AND TEMPORARY DISABILITY REQUIREMENTS: Each Employer who has one or more journeypersons, including any apprentices, in their employ and who constitutes the bargaining unit, agrees, as a matter of policy, to elect, petition and qualify to become immediately, before the commencement of work, a covered Employer, as permitted by the terms of the Unemployment and Temporary Disability Act in New Jersey. The Union shall be kept informed of the Employer's acts of compliance and proof of compliance or rejection by the State of New Jersey. This said information shall be immediately provided to the Union by the Employer. The purpose of this paragraph is to provide Unemployment and Temporary Disability Benefits for each employee or more on every job in any shop. The temporary disability provisions of the law commonly known as the "State Plan" shall be adhered to by each Employer for the benefit of the

journeypersons, and apprentices in the bargaining unit, unless the Employer has a State approved private plan.

31.3 If any Employer has a private plan of temporary disability benefits in effect, the details such as identity of carrier, address, policy number and date of election, as provided by Statutes of the State of New Jersey, shall be provided to the Union when the job is commenced. Failure of any Employer to adhere to all requirements of this Article shall constitute a breach of this Agreement. The active intent of the parties is to cover, on commencement of work, one or more employees immediately with all parts of this coverage. Proof of compliance with the provisions of this Article shall be submitted to the Union before commencement of the job work.

31.4 The Employer further agrees to provide immediate medical attention and hospitalization, if necessary, to any employee injured on the job at no cost to the employee. Failure to do so shall be a breach of this Agreement.

INSURANCE FUND

31.5 The Employer agrees to pay monthly into the Union's Insurance Fund for all Journeymen the following hourly amounts:

April 1, 2023 - \$ 17.03 per hour worked

April 1, 2024 - To Be Allocated By Membership, Pursuant To Contract

April 1, 2025 - To Be Allocated By Membership, Pursuant To Contract

(a) The Employer agrees to pay monthly into the Union's Insurance plan each hour worked for all Apprentices at the status they are at as follows:

A1 (35%) A6 (60%)

A2 (40%) A7 (65%)

A3 (45%) A8 (70%)

A4 (50%) A9 (75%)

A5 (55%) A10 (80%)

(b) The Employer agrees to pay monthly into the Union's Insurance plan for each hour worked for all Sign Production Workers as follows:

Pursuant to Article 30 Section 30.2(b)

April 1, 2023, thru March 31, 2026 - Based On Journeymen's Contribution Rate

(c) Contributions under this Section 5, Article XXXI shall be made for all hours worked at the rates specified in this Section without increasing those rates by time and a half (1 1/2) for premium or overtime hours worked.

ARTICLE XXXII

Payment of Benefits

32.1 The Employer shall electronically report hours, when available, and make all payments to the Insurance Fund, the Annuity Fund, the Apprentice Training Fund, the Paul Collins Jr. Scholarship Fund and the National Pension Fund, the International Training Institute and the SMWIA Scholarship Fund, except where otherwise indicated, are to be made no later than the tenth (10th) day of each month for the preceding month.

32.2 Should the Employer fail to make such payments within the required time, the Union shall have the right to take the same steps to enforce payment as it would in case of a failure to pay wages, including the right to order the Employees to stop working. In such case the Employees shall, on their returning to work, be paid by the Employer for the time lost by them during the work stoppage. Additionally, if legal action is necessary to enforce the payment of contributions to the Funds, the Employer shall pay the sums set forth by the "Employee Retirement Income Security Act of 1974" as liquidation damages.

32.3 All monies paid into the Funds shall be deposited in a bank and shall be kept separate from all funds of the Union, and shall be drawn against as is required for current operating expenses and to pay benefits as they become due and payable. Surplus funds may be invested in securities as directed by the Trustees governing such funds.

32.4 The Trustees shall have the right to reduce the Insurance and/or Retirement benefits only if it can be shown that the contributions made to the Insurance or Retirement Fund by the Employer are insufficient to meet such benefits by the Insurance or Retirement Funds.

32.5 The Employer shall be bound by all of the terms and conditions of all of the Agreements and Declarations of Trust and any plans there under with respect to all of the aforementioned Funds and by all by-laws regulating each of said Funds. The Employer does acknowledge that he/she has received copies of the various and respective Agreements and Declarations of Trust and any Plans there under pertaining to the aforementioned Funds.

32.6 For the purpose of this Section, the Union shall be deemed a covered Employer and each of their paid Employees shall be covered Employees of the Funds. The Union shall contribute on behalf of its covered Employees in the same manner as any other covered Employer of the Funds. Covered Employees of the Union shall be entitled to receive when eligible; such benefits as are available to other covered Employees of said Funds.

32.7 Failure of the Employer to make records available to the auditor shall constitute a breach of this Agreement and, upon ten (10) days' written notice to the Employer, the Union, notwithstanding anything to the contrary contained in this Agreement, shall have the right to strike and remove its members from the job or jobs of such Employer until the Employer makes the records available to the auditor and also pays the employees who are on strike their regular rate of pay and benefits for all time lost during such strike.

32.8 In addition to liabilities noted in Article XVI, Section 1,2,3 (a), an Employer who violates the subcontracting provisions of the Agreement shall be liable to the International Association of Sheet Metal, Air, Rail, and Transportation Workers Local 137 Funds for the fringe benefit contributions due on work performed by its subcontractor.

32.9 Each of the Agreements, Declarations and Rules and Regulations of the International Association of Sheet Metal, Air, Rail, and Transportation Workers Local 137 Funds Trusts shall be deemed incorporated into this Agreement and made a part hereof.

32.10 If the Trustees of the Insurance Fund deem it necessary to increase Insurance Fund contributions in order to maintain coverage during the term of this Agreement, they will notify the local union of the proposed increase and the increase will go into effect thirty (30) days after approval by the effected membership. The necessary monies will be taken from the negotiated package.

32.11 Upon request, the employer will provide when available electronically in native form to the Funds' Compliance Auditor (the "auditor") all books and records which the auditor determines are necessary to determine if contributions have been made in accordance with this Collective Bargaining Agreement. Such records may include payroll ledgers; individual earnings records of all employees; the employer's general ledgers; cash disbursements; contracts with subcontractors; invoices; canceled checks; certificates of insurance; bills of lading; final tax forms; certified payroll(s); corporate dissolution papers; proof of coverage on company's medical and/or retirement plan; and check stubs, time cards or such additional books or records of the employer that the auditor, in their professional judgment, deem necessary to enable them to determine that contributions have been made timely and accurately. Such records shall also include all of the aforementioned records of any other business entity which is affiliated with the employer and has employed persons who have performed the same or similar type of work as the employees of the employer, or which is part of a group of trades or businesses "under common control" as that term is used in 29 U.S.C. § 1301(b)(1).

All audits and collection activities shall be performed in accordance with the Funds' Compliance Audit and Collection and Delinquency Policies.

The employer shall forward the pertinent records to the auditor or make the records available to the auditor for inspection at a location in the New Jersey jurisdiction. If an employer maintains its books and records outside the New Jersey jurisdiction and refuses to or cannot make such books and records available for inspection within the New Jersey jurisdiction, then the employer must reimburse the Funds for all fees and expenses incurred by the Funds in connection with the auditors' travel to the location at which the records are produced for inspection, regardless of whether the audit reveals a delinquency.

32.12 In the event a dispute arises in connection with the meaning, interpretation, application of the fringe benefit provisions, audit findings or the alleged violation of the Employer's obligation to make required fringe benefit contributions pursuant to this Agreement or in connection with any rule or procedure of the Trustees of any of the Funds affecting collection of contributions to the Funds or distribution of receipts to employees, such dispute shall be submitted for final and binding

determination to the Roger Maher, as the Impartial Arbitrator. If for any reason named arbitrators are incapacitated or for any other reason is unable to act expeditiously, he shall designate a substitute Arbitrator. The Arbitrator shall have all the powers granted to arbitrators pursuant to the Civil Practice Law and Rules of the State of New York and shall be authorized to compel the production of books and records involved in a dispute. The decision rendered by the Impartial Arbitrator shall be final and binding on the Employer, the Union, and the Funds. The expense of the arbitration procedure shall be borne equally by the Employer and the Funds except that, if collection is made pursuant to an arbitration award, such decision shall contain a directive that the Employer pay the actual cost of an audit, if any, used to establish the indebtedness, plus the arbitration fee and costs and expenses as determined by the Arbitrator, plus reasonable attorneys' fees in the amount of twenty-five percent (25%) of the indebtedness in delinquency cases, which amount the parties agree is a reasonable collection charge, and reasonable attorneys' fees determined by the Arbitrator in failure and/or refusal to submit to an audit cases, and, in addition thereto, interest at the rate per of ten (10%) percent per annum and liquidated damages of twenty percent (20%) of the payments due to said Funds, which amounts shall be paid to the Trustees of said Funds. It is recognized and agreed that the Funds have had and continue to have an independent right to submit such disputes to the Impartial Arbitrator.

ARTICLE XXXIII

Annuity Fund

33.1 The Employer shall contribute to the SMART Local Union No. 137 Annuity Fund for each hour worked by Journeypersons in the bargaining unit (Apprentices, and Sign Production Workers, contributions are made on the percentage they are at respectively) as follows;

April 1, 2023 - \$ 5.10 per hour worked

April 1, 2024 - To Be Allocated By Membership, Pursuant To Contract

April 1, 2025 - To Be Allocated By Membership, Pursuant To Contract

- (a) Contributions under this Article XXXIII shall be made for all hours worked at the rates specified in this Section without increasing those rates by time and a half (1½) for premium or overtime hours worked.

(B) (401K PLAN)

Effective May 1, 2023, and subject to the Trustees of the SMART Local 137 Annuity Fund ("Fund") amending the Annuity Plan to include a 401(k) component to permit employee elective deferrals to the Plan, the employers agree to deduct from employees' wages 401(k) contributions that have been authorized in writing by the employee and to timely remit those employee contributions to the Fund. Such contributions are to be remitted to the Fund in accordance with applicable IRS guidance and/or Plan policies and/or Plan provisions. Failure to withhold and remit authorized contributions

may result in contribution assessments to the employer and/or ceasing employment of affected employees. The employer's failure to remit salary deferrals in accordance with applicable IRS guidelines may result in excise taxes assessed against the employer by the IRS. The determination of such taxes and preparation of related filings is the responsibility of the employer. It is the intention of the parties that the Fund preserve its Safe Harbor status and that, employer contributions made to the Annuity Fund pursuant to this agreement will not be less than 3% of the employees' wages (or such other percentage set by the Internal Revenue Code). It is agreed that employees will not be permitted to defer contributions that exceed the maximum annual amounts set forth in the Internal Revenue Code. The Trustees of the Fund have sole power and authority to administer the Plan, including the 401(k) component, and to construe and interpret the terms of the Plan, including the terms regarding the 401(k) component.

ARTICLE XXXIV Paul Collins Jr. Scholarship Fund

34.1 The Employer agrees to pay monthly into the Paul Collins Jr. Scholarship Fund for all hours worked for Journeymen, Apprentices and Sign Production Sheet Metal Workers as follows:

Effective April 1, 2023, thru March 31, 2026, the sum will be \$0.10

ARTICLE XXXV PAL Fund

35.1 The Employer agrees that all Journeymen, Apprentices and Sign Production Sheet Metal Workers shall receive, once each calendar month, a supplemental payment for each hour worked by the Employer hereunder during the preceding month at the following rates as follows:

April 1, 2023, thru March 31, 2026- \$0.10

ARTICLE XXXVI Dues check-off

36.1 The Employer agrees that all Journeymen shall receive, once each calendar month, a supplemental payment for each hour worked by the Employer hereunder during the preceding month at the following rates as follows:

April 1, 2023- \$ 3.41 per hour worked

April 1, 2024- To Be Allocated By Membership, Pursuant To Contract

April 1, 2025- To Be Allocated By Membership, Pursuant To Contract

- (a) The Employer agrees that all Apprentices, Sign Production Workers, shall receive, once each calendar month, a supplemental payment for each hour worked by the Employer hereunder during the preceding month, at the rates specified on the Apprentice, and Sign Production Worker, Wage and Benefit Breakdown Sheets.
- (b)

ARTICLE XXXVII

Pension Trust Fund/ National Pension Fund

37.1 The Pension Trust Fund was first created by the Union and the Employers in 1961. This fund was merged into the Sheet Metal Workers' National Pension Fund on April 1, 1986. The details of the Trust Fund are on page 33 and 34.

ARTICLE XXXVIII

International Training Institute

38.1 For the duration of this Agreement between said parties, the Employer agrees to continue to contribute to the International Training Institute located at 8403 Arlington Blvd. Suite 300, Fairfax, VA 22031, monthly, the amount of four (\$.04) cents per hour worked for each employee covered by this Agreement.

ARTICLE XXXIX

International Scholarship Fund

39.1 The Employer agrees to pay monthly into the Sheet Metal Workers' International Scholarship Fund, for each hour worked, for all Journeypersons, Apprentices and Sign Production Sheet Metal Workers as follows:

April 1, 2023, thru March 31, 2026 - \$0.01 cents per hour worked.

ARTICLE XXXX

Uniformity

40.1 The Union agrees that the terms of employment, wages, hours of work, working conditions, Insurance Fund, Pension Fund, Annuity Fund, Paul Collins Jr. Scholarship Fund, National Training Fund, Apprenticeship Fund, International Scholarship Fund, Working Dues, and Pal Fund contributions shall be maintained on a consistent basis for all Employers whose employees the Union represents.

41.1 It is hereby agreed by the parties that the terms of this Agreement shall be binding upon the successors and assigns of the respective parties.

ARTICLE XXXXII

Illegality

42.1 Where any provisions of this Collective Bargaining Agreement or the application of such provisions to any person, thing or circumstances, particularly Article I, III and XXX shall be found to be in conflict with any Federal or State Law or where such provisions or provision or the application thereof shall be held not valid or unreasonable as a result of a decision of a Court of Law or equity or by reason of any administrative governmental agency decision having jurisdiction over the subject matter, such decision as to the illegal provision shall not affect the balance of this Agreement, which shall remain in full force and effect. The parties hereto agree that they will meet within twenty (20) days after such provision has been declared null and void and unenforceable and negotiate a substitute provision and then incorporate that provision in the balance of the otherwise valid agreement.

ARTICLE XXXXIII

Duration Savings Clause

43.1 This Agreement shall constitute the only Agreement between the parties and all prior agreements centered into, either written or verbal are hereby declared to be null and void.

43.2 Should any revisions of this Agreement, be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect.

ARTICLE XXXXIV

Termination

44.1 This Agreement shall become effective on April 1, 2023, and shall terminate midnight March 31, 2026. At least ninety (90) days prior to March 31, 2026, either party hereto or its representatives, in the event that either or both parties desire to negotiate a new Agreement, or make changes, additions or deletions from the current Agreement, the moving party shall forthwith notify the other party in writing of any proposed change, changes, additions, deletions or alterations. The Employer and the Union shall thereupon meet as quickly as possible for the commencement of the negotiations. Notwithstanding the termination of this Collective Bargaining Agreement, as above set forth, or if negotiations are presently pending at the termination date or subsequent thereto, the Employer shall continue to make the Insurance Fund and the Pension Fund contributions in the amounts set forth on behalf of the employees working in the bargaining unit of the Insurance and Pension Funds. The Board of Trustees of each Fund, under these circumstances,

contributions in the amounts set forth on behalf of the employees working in the bargaining unit of the Insurance and Pension Funds. The Board of Trustees of each Fund, under these circumstances, shall be authorized to continue to provide benefits then in existence pending the consummation of a new Collective Bargaining Agreement.

FOR THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL, AND
TRANSPORTATION WORKERS LOCAL UNION NO. 137

IN WITNESS WHEREOF, the parties hereto affix their signatures and seal this 1st day of
April, 2023.

**Local Union 137
of International Association of Sheet
Metal, Air Rail, and Transportation Workers**

BY: 
**Dante Dano, Jr.
President/Business Manager**

BY: 
**Russell Capaldo
Unit Representative**

BY: 
**Anthony Fotiadis
Assistant Business Manager**

**New Jersey Sign Association
Representing**

**Bergen Sign Company
Decker Construction
Signal Sign**

BY: 
**Bruce Fish
President**

NATIONAL PENSION FUND

The following contributions shall be reported each month to SHEET METAL WORKERS NATIONAL BENEFITS FUNDS as per the requirements of the Board of Trustees.

Article XXXV relates to the Employer's obligation to contribute to the National Pension Fund ("NPF" or "Fund"). The Parties have adopted the NPF's First Alternative Schedule and the Employer agrees to contribute consistent with the timing and amount of Contribution Rate increases set forth in the First Alternative Schedule, which the parties will attach hereto. The First Alternative Schedule and the Fund's Trust Document are incorporated by reference into, and form part of, this Agreement. The Employer will increase its NPF Contribution Rate on or before the date, and in the amount, required in the First Alternative Schedule.

(a) For the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the NPF the negotiated rate per this Agreement, including the First Alternative Schedule (or any increased amount included in subsequent agreements) for each hour or part of an hour for which an Employee covered by this Agreement receives the basic hourly wage rate. Contributions for those hours paid at time and one half or double time rates will be made to the Fund at one and one-half (1½), or two (2) times the hourly Contribution Rate respectively, unless contributions for all other funds in this Agreement are limited to straight time contributions for all hours worked. Contributions are required for vacation time, sickness, absences, and other hours for which payment is made to the employees under this Agreement unless all other funds under this Agreement do not require payment for hours for which a Covered Employee is paid but does not perform services.

(b) Contributions shall be paid starting with the employee's first day of Covered Employment (as defined by the Fund).

(c) All contributions shall be made at such time and in such manner as the Trustees require. The Trustees have the authority to have an auditor audit the Employer's payroll, wage, job or project records for the purpose of determining the accuracy of contributions due to the Fund. If the audit reveals that inaccurate contributions or insufficient contributions have been made, the Employer agrees to pay all auditors' fees incurred in making the audit and also all legal fees and costs incurred in collecting audit fees if judicial enforcement of this provision is necessary.

(d) Employers shall submit a remittance report and the required contributions to the Fund Office by the twentieth (20th) of the month following the month when Covered Employment was performed. Failure to pay and timely file a report constitutes a delinquency in violation of the Employer's obligation under this Agreement, the Trust Document and ERISA. The Trustees may take whatever steps they deem necessary, including legal action and termination of the Employer, to collect such delinquent payments, any provisions of this Collective Bargaining Agreement to the contrary notwithstanding.

(e) The Employer shall transmit contributions and remittance data electronically via the National Benefit Funds' secure online Internet Payment System ("IPS"), accessible at www.smwnbf.org (Contact the IPS Support Team via email at ips@smwnbf.org or by calling 800-231-4622).

The Employer agrees to pay monthly into the National Pension Fund for each hour worked for all Journeymen as follows:

April 1, 2023 - \$ 8.91 per hour worked

April 1, 2024 - To Be Allocated By Membership, Pursuant To Contract

April 1, 2025 - To Be Allocated By Membership, Pursuant To Contract

(f) The Employer agrees to pay monthly into the National Pension Fund for each hour worked for all Apprentices, as follows:

April 1, 2023 thru March 31, 2026 - Based On % Of Journeymen's Contribution Rate.

A1 (35%) A2 (40%)

A3 (45%) A4 (50%)

A5 (55%) A6 (60%)

A7 (65%) A8 (70%)

A9 (75%) A10 (80%)

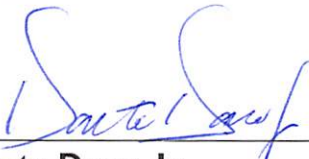
(g) The Employer agrees to pay monthly into the National Pension Fund for each hour worked for all Sign Production Workers as follows:


**April 1, 2023 thru March 31, 2026 - Based On % Of Journeymen's Contribution Rate.
Pursuant to Article 30 Section 30.2(b)**


(h) Contributions under this, Article XXXV shall be made for all hours worked at the rates specified in this Section without increasing those rates by time and a half (1½) for premium or overtime hours worked.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 1st day of April 1, 2023.

**Local Union 137
of International Association of Sheet
Metal, Air Rail, and Transportation Workers**

BY: 
**Dante Dano, Jr.
President/Business Manager**

BY: 
**Russell Capaldo
Unit Representative**

BY: 
**Anthony Fotiadis
Assistant Business Manager**

**New Jersey Sign Association
Representing**

**Bergen Sign Company
Decker Construction
Signal Sign**

BY: 
**Bruce Fish
President**